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District Court

**MAY 23 2023**

for the Northern Mariana Islands  
By [Signature]  
(Deputy Clerk)

Page -1 of p-9

May 23,2023

**HONORABLE CHIEF JUDGE RAMAONA V. MANGLONA and  
MIGISTRATE JUDGE HEATHER L. KENNEDY  
In the United States District court for the Northern Mariana Islands**

**Dear Honorable Chief Judge Ramona V. MANGLONA and  
Magistrate Judge Heather L. Kennedy**

Greeting.

-For my understanding your honor the plaintiff ABU YOUSUF left alone as the complainant and now he filed a Third Amended Complained and was granted by US District Court through his legal council because the other plaintiff MD ROKONNURZZAMAN was remove on this case.

-However, your Honor I will stand my position for my previous statement for the First and Second Amended Complained are all the same allegations.

-I am Feloteo V. Ranada, I'm representing myself as a PRO-SE. I cannot afford to hire a lawyer. I'm not operating nor controlled and doing business in the CNMI. I'm not the employer as per the allegation of the plaintiff.

-Other than that I don't have regular work and I cannot pay anymore my bank visa cards, since the PANDEMIC hit Saipan. Many companies closed, including the NVM Enterprises and I lost my regular job just like other workers. It is hard to look for a job especially with my hearing problem and being a senior citizen.

-Your honor for the past year and the latest month the cost of my living some I only relaying from the assistance of the government institution. Like the Commonwealth COV19 Emergency Assistance (CCERA) and from KARIDAT. The government department I mentioned they are the one who help me to Pay my house Rental and Presumptive Medic Aid for my health care and other. I'm very thankful for the help I received from the government of Saipan.

P-2 of 9

-Your honor, again I apologized I'm not good in English but with my limited knowledge in composing sentences. However I tried my best effort to answer and response as I continue to defend myself for the Third Amended Complaint. I have nothing to say more since I was wrongfully implicated by the plaintiff as his employer.

-Here is my sad experience, When I was terminated from AQUA resort in 2014 for DISCRIMINATION CASE, my employer reassigned me to another post at LFC dba Party Poker around 2014 until about 2017. The contract rate per hour between Nenita V. Marquez dba NVM Enterprise and LFC dba Party Poker offered my salary which was below the minimum wage law and did not follow the US Standard Wage labor Law. I had no choice but to accept it as long as I have work. My family in the Philippines depend so much on me.

-The "N.V.M." of NVM Enterprises Stand for NENITA VALDEZ MARQUEZ and is **Not** spelled as my name FELOTEO V. RANADA.

-HEREWITH again as I continue to defend myself as a Pro See for the best of my knowledge to answers and response for the Third Amended Complained filed on May 12,2023 by the only Plaintiff ABU YOUSUF through his legal council.

-THIRD AMENDED COMPLAINT as mentioned in the introduction of page #1 and up to page # 2 of 15 and # 4 and # 5 of p-2 of 15 are the same in the first Amended Complaint mentioned in paragraph 12 and 13 and Second Amended Complaint in paragraph #48 of p-7 of 15 and in the other paragraphs or in the other pages for the "3<sup>rd</sup>AC" all were the same allegations against me. My response is **"I STRONGLY DENIED"**.

-I work for Aqua Resort from 1989 to 2014 as a Security guard and at the time as a Security Supervisor. Refer to Ranada VS. Ken Aqua Hotel Incorporated (Discrimination case civil action case No. 16-00008) I was also employed by various manpower services under FAMCO Security owned and operated by Mrs. Francis B. ATTAO and former Congressman Ben Attao, with civil case No. CV-95-0016 and EVANS International Company, LTD dba Security Services, owned and operated by Ambrosio Camacho and Theresita Camacho both employer abandoned us with a big unpaid back wages including of none remittance of our

**P-3 of 9**

**Tax to the BUREAU of FINANCE, and we are paying our own Renewal fees and Workmen Compensation Insurance, etc. I experience hardship in my life during that time when I work under my previous employer FAMCO and EVANS.**

**-Then comes Nenita Valdez Marquez dba NVM Enterprises who hired us in the year 1998. When she hired me she designated me as a Chief Security Officer under her company and aside on that position she posted me at AQUA Resort as a security guard and at the same time as a security supervisor for my regular work. However your Honor for my other commensurate task or responsibilities she never compensate me though I work daily about 16 hours or more only she pay my regular duty in Aqua Resort and no over time pay and I understand because security business were not profitable it depend upon the contract only straight pay from the security clients and etc.. however your honor I never complained as long she would renew my work permit and I could have fix income to support my family in the Philippines who really depend on me.**

**-Yes your honorable Judge, I signed some of the documents like for the adjustment rate and the billing as one of my job required by my Employer Ms. Nenita V. Marquez dba NVM Enterprises with their exhibit #5, 6 , 7 and # 8 representing the NVM Enterprises and I cannot refused for what she wanted me to do. I only follow her instruction because she is my Boss my employer and I'm worried she may not renew my contract. I even with-drawn my case against Aqua in favor of my family because she warn me she will canceled the application the CW-1 in USCIS of my son, his wife and my grand child on that time they are still in the Philippines. See attached ex. # 12 with 2 pages.**

**-I Respectfully to inform you your Honor my pending salaries my employer she failed to compensate me because of her health condition she often admitted in the CHC Hospital and her business no longer profitable going down and some of her business were closed.**

**However, she promise me once she will recover and survive from her illness she will pay my unpaid salary. Unfortunately your honor she failed because of her untimely death on October 11,2019.**



P-4 of 9

-Herewith your honor I attached exhibit #2 with 2 pages the notarized Authorization Letter which was signed by my employer Nenita V. Marquez dba NVM Enterprise, authorizing me that any transaction may entered into and needed to be signed like billing and other documents under my name or under her name in behalf of my employer Company and also using my email address. My email address is intended only used to communicate my family in the Philippines. However my employer she asked me a favor to used my email.

- Your honor with your Respect and with your kind heart and understanding and consideration the company continue operating after the death of my employer on October 11,2019 and after the expiration of her business license on January, 2020, through the advice of her son as they were planning to apply a business license in the behalf of their deceased Mother.

-However your honor, they were not able to apply primarily and the big reason due to PANDEMIC COV19 and also the family of my employer were affected including me no more regular income.

-The big reason also your honor we need to survive for our daily financial needs, so it was a big help for us that we received and as we share a small amount cut that NVM Company earned from XO Market with only one guard on post which is guard Abu Yousuf the plaintiff.

-Meanwhile, the Plaintiff, your honor he encourage me also to continue providing security services at the LFC though many times we advice him to look another company to hire him before the NVM released him on February 1<sup>st</sup> 2021. However he was worried because whenever the NVM will discontinue providing services the owner of the LFC according to the Plaintiff will stop hiring him. As he said the owner often times threaten him to fire and that he will be replaced to the other Bangladesh Security company who offered minimum wage that is Lower than the minimum wage and Lower than contract rate of my employer NVM Enterprises.

-Here the complete details. For your info your honor, before I assigned Abu Yousuf in Long Feng Corp. dba XO Market and party Poker in April 27, 2018 he

P-5 of 9

was well inform that the contract rate between NVM Enterprises and LFC dba XO Market and Party poker below minimum wage. Ms. Nenita V. Marquez dba NVM Enterprises my employer asked me to explain to him about the situation of her company because of her health condition. She never asked me to see the Plaintiff in person due of her illness. She only told me just make sure to inform the plaintiff that her company were declining and to encourage him the plaintiff to look other company that can comply for the minimum wage law.

-Since the plaintiff really needed help, and he was even pleading to give work, and he accepted the below minimum wage law in good FAITH as he said as long he have work for the main time while looking for a good company. According to him that his employer Tinian Dynasty cannot give him work and closed. Then I informed my employer regarding the plaintiff that he need help.

-For humanitarian reason my employer with her kind heart she helped and instructed me to post the plaintiff and without requiring any documents to proved if he have a legal status at XO Market dba Party Poker which I did it. And thru the recommendation also from my friend whose name a certain Emily who work as a cashier in a Happy Poker at chalan Piao area who refer the plaintiff to me and she was a girlfriend of my co security guard before a certain name Rod. so I help him also with the instruction of my employer to post the plaintiff.

-At first when the plaintiff start working on April 27,2018 my employer paid the plaintiff \$4.25c an hour from the contract rate of \$5.05c an hour from LFC and the cut is only \$.80c an hour, the small cent goes to the security company.

-Before the owner of LFC dba XO Market dba Party Poker raised the contract rate from \$5.05c to \$5.55c an hour. My employer again around 2018 and 2019 asked me to submit a proposal of adjustment rate so that she can comply with the Federal Minimum wage labor law which was signed into law on September 30, 2017 of \$7.05c an hour and it was took effect on October 1<sup>st</sup>, 2017 and followed another raising the Minimum from \$7.05c to \$7.25c.

-However only to be turn down by Ms. Xu Gui QING the owner of LFC and she even threaten to change the NVM security to another Bangladesh security agency who offered more below to NVM enterprise contract rate an hour.



P-6 of 9

-My employer Nenita V. Marquez, had nothing left to do but to accept the below minimum wage law offer just to help the plaintiff not losing his job.

-Instead the LFC owner, she raised only \$.50c from \$5.05c to \$5.55c an hour. With that adjustment rate of \$5.55c my employer paid the plaintiff from \$4.25c an hour raising to \$4.75c an hour for that year around 2018 and 2019'

-For that adjustment rate of \$5.55c the amount goes to the security company was the same \$.80c an hour only, as long my employer can help and give the plaintiff work because during that time the NVM the only security client existed was the LFC dba Party Poker.

-The other security clients like Aqua Resort terminated the contract of my employer company the NVM because of my case which I filed against AQUA and other client has been terminated and was cancel the contract due to some unavoidable circumstances and mostly businesses were declining their revenue.

-Then again my employer Nenita V. Marquez before she passes away on October 11,2019 because she was concerned about the Minimum wage she instructed me to talk and to convince the Owner of LFC to adjust the contract rate and to comply for the minimum wage law so that she can follow the wage law and can pay the plaintiff in accordance with the Minimum wage law. However despite of our request no to avail and again she threaten to change the NVM and award her company LFC to Bangladesh security agency if the NVM company will keep on insisting to adjust the security contract rate and to comply the minimum US standard labor law.

-Mrs. Xu Gui Qing the owner of LFC, instead to comply the standard US minimum wage law she only raised \$.50c an hour from \$5.55c to \$6.05 an hour in the year 2020 the last adjustment. Again the NVM company paid the plaintiff from \$4.75c an Hour raising to \$5.25c an hour beginning on that year 2020 until January 31,2021. The cut the same amount of \$.80c goes to the NVM Company.

- Since the NVM start providing security services the amount of \$.80c only went to the Company and IT IS NOT TRUE the allegation of the plaintiff that NVM Enterprise profited \$1.80c an hour. Note: (luckily I save one of his last pay

P-7 of 9

envelop as evidence that the plaintiff were being paid \$5.25c per hour from the contract rate of \$6.05c an hour from LFC). Attached herewith the last Pay envelop he received and signed by the Plaintiff Abu Yousuf as stated the number of working hours and the rate per hour and the total amount of his salary for the month of January 1 to 15 and January 16 to 31, 2021. see exhibit # 8 with 2 pages.

-Your honor if he the plaintiff is being honest he should come up and to present all his Pay envelope which I handed to him when he begun working under my employer company just to find out if he was telling a truth , because it was stated the number of hours and rate per hour and the total amount he received since the plaintiff he started working and it was not TRUE for his allegation that he was paid \$4.25c only all the way until January 31,2021.

-Note; For the First \$5.00c and second \$5.00c adjustment rate goes only to the plaintiff and nothing for the security company. However he didn't mentioned about the increase that he received, raising from \$4.25c to \$4.75c and raising to \$5.25c an hour.

- Your Honor, the plaintiff were not being HONEST and he didn't tell the TRUTH for the Statement he provided, he really lied to their lawyer that my employer NVM security company paid him a FLAT RATE of FOUR DOLLARS AND TWENTY FIVE CENTS an hour (\$4.25c) all the way he started working as a security guard in Long Feng dba XO Market and Party Poker until plaintiff ABU YOUSUF the NVM released him on FEBRUARY 1<sup>ST</sup>,2021 and effective on the date as mentioned he was hired by the owner of LFC. Ex-# 13

-Further; For more additional information your honor about the plaintiff Abu Yousuf, I wondering how he owned a Security business license in the CNMI. The name of his company is; ABU YOUSUF SECURITY COMPANY; during that time when the NVM company released him on February 1<sup>st</sup> 2021, he handed to me his xerox copy Security Business License and he asked me for help to submit a business security proposal and to convince the owner of the LFC (Mrs.Xu Gui Qing) to award her company the LFC to the Plaintiff Security company. He told me that even below the minimum wage law and more than below the contract rate from NVM security as long as the owner of LFC will award to his security



**P-8 of 9**

company. He assures me that he can supply security guards willing to work under his company even below the minimum wage law. However it was not happened I failed to submit and talk to the owner of LFC and I return to him the xerox copy of his security business license.

- I couldn't imagine why the plaintiff filed a case against LFC on the year around May 2021 and if I'm not mistaken, which I learn from Ms. Xu Gui Qing the owner of LFC who happened visited into my house with his Bangladesh employee and she asked me if I know her former security guards filed a case against her company. I told her I'm very sorry on that I don't have any knowledge Ma'am.

-However, after how few months pass on around month of December 2021, I was sad and my felling got hurt and I'm emotional and I cannot sleep well and I fell sick until now since I received a summoned from the US court of the northern Mariana Islands and that I was wrongfully implicated as a co-defendant and employer of the plaintiff.

-The plaintiff knows me well that I'm only an employee of Nenita V. Marquez dba NVM Enterprises. During that time my employer still alive, the plaintiff he asked me to convince my employer to hire him so that he can have a legal status. However your honor I told the plaintiff that my employer already stop hiring before the Pandemic occurred and even for us her legal employees with CW-1 were in Risk situation because of her health condition. In 2019 my employer Nenita V. Marquez for our CW-1 application in the USCIS she was not able to process and even she was able to comply the (RFE) request for evidence, because of her untimely death.

-Meanwhile, on December 2021 your honor Christmas time is fast approaching I'm preparing and planning to go home to my country Philippines to be with my family and because I don't have employer and the plaintiff he knows that I'm going back to the Philippines and many times I told him before NVM released him. However because on this case I canceled and I need to stay and to face and defend myself for his wrong allegations that I'm his employer until the court will cleared my name and dismissed my case with out any charges.



P-9-of 9

**-For the main time, while the case on going your honor I'm planning applying for my improve Status. I considered Saipan my second home because more than half of my life I've been here for 33 years working since 1989 up to present year 2023 I continue filing my tax until 2022. I pray and I'm full of hope and I'm grateful if to all long term will given a chance to improve our status and become residence just like me in the Commonwealth of the Northern Mariana Islands of Saipan USA. I have a grand-son born in this Island a US citizen. God willing.**

**- Your honor, for the issuance of paycheck by LFC is under the name of my employer Nenita V. Marquez dba NVM Enterprises. After I collected the check with instruction of my employer to deposit the check to her bank Checking Account and after clearing 2 days as usual she authorized me to withdraw.**

**- I handed the Pay Envelop to the plaintiff that stated the Rate per Hour and the total amount salary according to the number of his working hours and he signed every time he received.**

**-However my employer she didn't deduct tax from the plaintiff Abu Yousuf because he was considered as a U-DRIVE.**

**-Your honor, here are my Supporting documents I have in my position as a proof that I'm only (OFW) Overseas Filipino Contract Worker and an employee of Nenita V. Marquez dba NVM Enterprises and my legal employer. Exhibit; 1,2,3,ex 4 with 2 pages,/5,6,7,/ex-8 with 2 pages,/9 ,ex-10 and 11 tax declaration/12,13,14,15 and ex 16 and other the same my previous exhibit.**

**-WHEREFORE; your honorable Chief judge Ramona V. Manglona in the United States District Court of the Northern Mariana Islands I'm Praying that Justice will Prevail and that no Judgement no charges be entered against me. I pray this case will be dismissed with prejudice. Thank you very much. God bless to all.**

**Respectfully submitted by;**

**FELOTEO V. RANADA**

**Pro-SE CASE # 1;21-cv-00015**

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